



## UNIT 42 MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN CUSTOMER (REFERRED TO HEREIN AS "YOU" or "YOUR"), YOUR LEGAL COUNSEL ("COUNSEL") IF AND, WHERE REFERENCED THIS AGREEMENT, SHALL BE BINDING UPON AND APPLICABLE TO YOUR COUNSEL, AND (A) PALO ALTO NETWORKS, INC. AND ITS AFFILIATES, 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; OR (B) PALO ALTO NETWORKS (NETHERLANDS) B.V. AND ITS AFFILIATES, OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA ("PALO ALTO NETWORKS"). THIS AGREEMENT GOVERNS THE UNIT 42 CYBERSECURITY CONSULTING SERVICES PERFORMED BY PALO ALTO NETWORKS PURSUANT TO A SERVICE DESCRIPTION OR SIGNED STATEMENT OF WORK. BY SIGNING THE SOW OR BY ISSUING A PURCHASE ORDER FOR SERVICES DESCRIBED IN A SERVICE DESCRIPTION, YOU AND COUNSEL (IF AND WHERE APPLICABLE) ACCEPT THE TERMS OF THIS AGREEMENT (UNLESS A SEPARATE AGREEMENT HAS BEEN IDENTIFIED IN A STATEMENT OF WORK AS THE GOVERNING DOCUMENT). YOU, COUNSEL (IF AND WHERE APPLICABLE), AND PALO ALTO NETWORKS WILL BE REFERRED TO AS A "PARTY" AND, COLLECTIVELY, AS THE "PARTIES".

### 1. DEFINITIONS

1.1. **"Unit 42 Hardware"** means any computer, device or other hardware used by Palo Alto Networks to provide the Services, including any firmware or other intellectual property copied to or installed on the same.

1.2. **"Palo Alto Networks IP"** means all Palo Alto Networks proprietary materials related to the Services, including the Unit 42 Hardware, the Unit 42 Software, Indicators of Compromise, and associated data and documentation, which may include but is not limited to flow charts, algorithms, adversary information, report templates, know-how, inventions, techniques, models, trademarks, ideas and any and all other tangible and intangible works and materials developed by Palo Alto Networks.

1.3. **"Your IP"** means all Your proprietary materials and information, including any technology, software, algorithms, techniques, know-how, and other tangible and intangible items that are owned or developed by or for You prior to the Effective Date and provided to Palo Alto Networks in connection with the Services.

1.4. **"Threat Actor Data"** means malicious code, commands, techniques, objectives, threat indicators or other information of unauthorized third parties discovered during the course of the Services .

1.5. **"Unit 42 Software"** means any computer software (including object and source code) used by Palo Alto Networks to provide the Services, and includes all updates, patches and fixes to such software.

1.6. **"Deliverables"** shall mean any deliverables created by Palo Alto Networks during the performance of the Unit 42 Services, whether published or unpublished, as set forth in each SOW.

1.7. **"Indicators of Compromise"** means a set of data provided by Palo Alto Networks for use with the Unit 42 Hardware and Unit 42 Software. Indicators of Compromise are configurations and specifications of anomalies, configurations, or other conditions that the Unit 42 Hardware and/or Unit 42 Software are capable of identifying within an information technology infrastructure.

1.8. **"Service" or "Services"** means the Unit 42 cybersecurity consulting services provided by Palo Alto Networks, which includes, but is not limited to, incident response, risk management, and digital forensic services.

1.9. **“Statement of Work” or “SOW”** means a document duly executed by the Parties, pursuant to which You may order specific Services.

## **2. DESCRIPTION/CONDITIONS OF SERVICE**

2.1. **Services and Deliverables.** From time to time, Palo Alto Networks may prepare a SOW or provide a service description (“Service Description” or “SD”) to perform certain Services described in such SOW or SD. Upon execution by the Parties of an SOW, or Palo Alto Networks’ acceptance of a purchase order, Palo Alto Networks shall perform the Services in accordance with this Agreement and with any tasks as identified in the SOW or SD. SOWs will be used to process Your purchase of Services and Deliverables. For certain Unit 42 Services, the Services are described in a SD, and a signed SOW is not required. By submitting a purchase order for the Services described in an SD, You and Counsel (if and where applicable) agree to be bound by the terms of the SD and this Agreement. The term of the Services shall begin upon acceptance of the purchase order by Palo Alto Networks and shall continue for a period of as defined in the SD. Each SOW or SD incorporates the terms and conditions of this Agreement and will be attached to and incorporated into this Agreement.

2.2. **Modifications.** The Parties may elect at any time to modify a SOW by written amendment or change order. Any such modification must be signed by each Party’s duly authorized representative.

2.3. **Hardware and Software Deployment.** If the Services require the installation and use of Unit 42 Hardware and/or Unit 42 Software, You shall facilitate the installation and maintenance thereof and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated to You by Palo Alto Networks.

2.4 **Services at the Direction of Counsel.** In the event Unit 42 Services are obtained for the purpose of providing Counsel with the requested technical information necessary to provide You with legal advice, including advice in anticipation of litigation or regulatory enforcement action, or in connection with the assessment and management of legal risk, Palo Alto Networks will perform the requested services at the direction of Counsel. All communications to You related to Services shall be directed to the attention of Counsel. All communications, work, Deliverables and Services in connection with this Agreement will be kept confidential and treated in accordance with maintenance of the attorney-client privilege, attorney work product doctrine, self-evaluative privilege or other applicable legal privileges or protections. All communications between Palo Alto Networks and Counsel, as well as communications between You and Palo Alto Networks, shall be regarded as confidential, made solely for the purpose of assisting Counsel in giving legal advice to You and subject to the terms of this Agreement.

## **3. PAYMENT AND EXPENSES**

3.1. **Payment Terms.** You agree to pay Palo Alto Networks in accordance with the fee schedule set forth in each applicable SOW. In the absence of a fee schedule, You agree to pay Palo Alto Networks’ then-current hourly rates for the Services. Payment is due within thirty (30) calendar days after receipt of each invoice. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Your failure to pay Palo Alto Networks in a timely manner will be considered a material breach of this Agreement. In no event will Counsel be liable for any fees or expenses incurred in connection with this Agreement unless otherwise specified in the applicable SOW or SD.

3.2. **Invoicing.** Palo Alto Networks shall invoice You as set forth in each SOW or, in the absence of an invoice schedule, shall invoice You monthly. All invoices will be in U.S. Dollars unless otherwise agreed.

3.3. **Taxes.** Prices quoted are exclusive of all applicable sales, use, value-added, goods and services, withholding and other taxes or duties. You will pay or self-assess all applicable taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on Palo Alto Networks’ net income. Each Party will be responsible for its own income taxes, employment taxes, and property taxes. To the extent that any amounts payable by You are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If You pay any withholding taxes based on payments made by You to Palo Alto Networks hereunder, You will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax

authorities that You have paid such taxes. You shall further provide Palo Alto Networks with any and all resale or exemption certificates, resale or registration numbers and other documentation required to qualify for a claim or any applicable exemption or exclusion from any taxes that may be imposed in connection with this Agreement and its performance. You will promptly reimburse Palo Alto Networks for any and all taxes that Palo Alto Networks may be required to pay on Your behalf in connection with this Agreement or its performance. Both Parties agree to work in a cooperative manner to resolve any subsequent taxing authority reviews, audits, or other inquiries. If You is located in Australia, the terms in this section shall be binding between You and Palo Alto Networks (Australia) Pty Ltd.

**3.4. Expenses.** Unless otherwise specified in the applicable SOW, You shall reimburse Palo Alto Networks for all actual and reasonable expenses that are attributable to the Services performed and incurred by Palo Alto Networks. All travel and living expenses are subject to Your prior written approval and must be supported by receipts reasonably acceptable to You before they can be reimbursed. For the avoidance of doubt, commuting expenses or travel and living expenses incurred by Palo Alto Networks in performing Services at a Your facility located in the same metropolitan area as that of Palo Alto Networks personnel's home is not reimbursable. You shall reimburse Palo Alto Networks at its then current time materials rates and pay its reasonable attorney's fees and costs in responding to subpoenas and other legal requests relating to Your operations and the results of the Services.

#### **4. INTELLECTUAL PROPERTY**

**4.1. Grant of License.** With the exception of Your underlying and pre-existing intellectual property used to create the Deliverables, Palo Alto Networks will own all right, title and interest in and to the Deliverables. Subject to Sections 4.2 and 4.3 below and upon full payment by You, Palo Alto Networks shall grant to You a perpetual, non-revocable, worldwide, non-transferable, limited, right and license to use, execute or copy the Deliverables solely for Your internal business purposes and solely in connection with Your use of the Services. Subject to the preceding sentence, a perpetual, non-revocable, worldwide, royalty-free, non-exclusive, non-transferable, limited license is granted to You to use any Palo Alto Networks IP contained in the Deliverables for the purpose of using the Deliverables in accordance with the terms of this Agreement. The Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor.

##### **4.2. Intellectual Property Rights.**

You acknowledge that Palo Alto Networks may use Palo Alto Networks IP to provide the Services to other clients, and that You and Counsel may obtain access to certain Palo Alto Networks IP as a result of Palo Alto Networks' performance of its obligations under this Agreement. Palo Alto Networks IP is and shall remain the sole and exclusive property of Palo Alto Networks and Palo Alto Networks shall retain all right, title and interest in and to the Palo Alto Networks IP and all derivative works thereof, including any Indicators of Compromise developed by Palo Alto Networks during the term of this Agreement.

You will be and remain, at all times, the sole and exclusive owner of Your IP and any modification, compilation, derivative thereof. At Your or Counsel's written request, Palo Alto Networks will promptly return or destroy all Your IP obtained by Palo Alto Networks in connection with the Services.

**4.3. Restrictions.** Subject to the exceptions set forth below, You agree not to reproduce or modify (or permit or authorize any third party on Your behalf) any portion of the Palo Alto Networks IP, and will not disclose, sell, sublicense or otherwise transfer or make available all or any portion of the Palo Alto Networks IP to any third party without the prior written consent of Palo Alto Networks; provided, however, that You may share Deliverables with state or federal U.S. law enforcement agencies on prior notice to Palo Alto Networks to the extent that such notice is not prohibited by applicable law or valid order of a court of competent jurisdiction or law enforcement agency.

Nothing contained in this Agreement shall directly or indirectly be construed to assign or grant to You or Counsel any right, title or interest in or to the trademarks, copyrights, patents or trade secrets of Palo Alto Networks or any ownership rights in or to the Palo Alto Networks IP. You shall not cause or permit the reverse engineering, reverse assembly, or reverse compilation of, or otherwise attempt to derive source code from the

Palo Alto Networks IP. You shall not create derivative works based upon all or part of the Palo Alto Networks IP.

Except as otherwise provided in this Agreement, You and Counsel shall not resell, redistribute or make available Palo Alto Networks IP, the Services or the Deliverables to any third party and shall not use the Palo Alto Networks IP or the Deliverables to provide services to any third party.

Notwithstanding the foregoing, You may disclose Indicators of Compromise to its third-party infrastructure provider(s) (each an "Infrastructure Vendor") to the extent such disclosure is necessary for the Infrastructure Vendor to provide services to You. Additionally, You may disclose any relevant Deliverables to Your third party auditor, and/or pursuant to the terms of this Section 4.3. Prior to any such disclosure, You shall ensure that Infrastructure Vendor or third party-auditor (as applicable) has signed a nondisclosure agreement with confidentiality and intellectual property protection obligations no less restrictive than the obligations in this Agreement and shall certify to such agreement being in place at Palo Alto Networks' request.

**4.4. Forensics.** For forensic Services, You acknowledge that digital/computer equipment, drives, data and media may be damaged, infected, or corrupted prior to forensic analysis being performed, and Palo Alto Networks does not assume responsibility or liability for pre-existing damage or further damage resulting from the Services. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, You assume responsibility to protect itself with respect to the receipt of data and shall advise Your agents and third-party recipients to take similar precautions. You represent and warrant that (i) You have the right to be in possession of, or are the owner of, all equipment/data/media furnished to Palo Alto Networks hereunder, (ii) such equipment/data/media is furnished for a lawful purpose, and (iii) where applicable, Your collection, possession, processing, and transfer of such equipment/data/media is in compliance with any and all applicable law and regulation.

**4.5. Illegal Content.** If in the course of examination of computers, telephones, or other electronic devices, or in the examination of electronic media, software content or materials in hard copy form, Palo Alto Networks observes or otherwise encounters what may be considered illegal contraband, Palo Alto Networks reserves the right to make disclosure to law enforcement. In such an event, and to the extent Palo Alto Networks reasonably believes it is permitted by applicable law, Palo Alto Networks will notify You of its intention to disclose the existence and/or content to the appropriate authorities.

**4.6. Penetration Testing.** You acknowledge that penetration testing services are intended to probe and exploit system weaknesses which can cause damage to vulnerable systems. You agree that Palo Alto Networks shall not be liable for any resulting damage and You are advised to fully back up systems and data and take other measures it deems appropriate given the volatile nature of penetration testing.

## **5. TERM AND TERMINATION**

**5.1. Term.** The initial term of this Agreement is from the Effective Date and shall continue thereafter unless terminated by any Party pursuant to the termination provisions of Section 5.2 below.

### **5.2. Termination.**

**5.2.1. For Convenience.** Any Party shall have the right to terminate this Agreement and any SOWs issued hereunder upon thirty (30) days written notice.

**5.2.2. For Cause.** Any Party shall have the right to terminate this Agreement, and any SOWs issued hereunder, for cause in the event that another Party, its officers, employees, or agents, breaches any material provision of this Agreement and fails to cure such breach within fifteen (15) days' (or other such period as agreed upon between the Parties) of receipt of written notice from the terminating Party.

**5.2.3. For Business Impact.** Any Party shall have the right to immediately terminate this Agreement, and any SOWs issued hereunder, if another Party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding; or (iii) becomes insolvent or becomes subject to control by a trustee, receiver or similar authority.

**5.3. Effect of Termination.** Unless otherwise specified in the notice of termination, termination of this Agreement shall not affect any SOW(s) issued hereunder, and this Agreement shall continue in full force and effect with respect to such SOW(s) until their termination or expiration.

Upon termination of each SOW, payment is due for all work performed up to the effective date of termination at the agreed upon prices, fees and expense reimbursement rates. Palo Alto Networks shall inform You and Counsel of the extent to which Palo Alto Networks' performance is completed through such date. At the same time, Palo Alto Networks shall deliver to the You and Counsel whatever portion of the Deliverables have been completed.

Within five (5) days after termination of the Agreement, You will return to Palo Alto Networks the Palo Alto Networks IP or, upon request by Palo Alto Networks, destroy the Palo Alto Networks IP (with the exception of the Unit 42 Hardware) and all copies thereof.

5.4. **Survival.** All Sections of this Agreement that by their nature should survive termination or expiration will survive, including without limitation Sections 3, 4.2, 4.3, 4.4, 5.3, 5.4 and 6 through 9. Without limiting the foregoing, termination of this Agreement shall not relieve You of the obligation to pay for Services rendered or goods provided prior to the effective termination date.

5.5. **Stop Work.** Within twenty-four (24) hours of receiving a written stop work order from You or Counsel , Palo Alto Networks will stop all work. Work will not resume until Palo Alto Networks receives a written request to resume work from You or Counsel. Palo Alto Networks shall inform You and Counsel in writing, and the Parties agree to negotiate in good faith, if the stop work order adversely affects Palo Alto Networks' estimated price, performance schedule, or any other terms of the applicable SOW.

## 6. CONFIDENTIALITY

6.1. **Confidential Information.** "Confidential Information" is defined as information that is proprietary or confidential to a Party. Such information includes, but is not limited to, a Party's state and federal tax information, personnel social security numbers, company financial data, intellectual property, and other non-public information owned, generated, or stored by a Party. Any non-public information of any form obtained by any Party or its employees while performing this Agreement, including the results of any services provided by Palo Alto Networks, shall be deemed Confidential Information. Confidential Information shall not include information that is (a) part of or becomes part of the public domain (other than by disclosure by the receiving Party in violation of this Agreement); (b) previously known to the receiving Party without an obligation of confidentiality; (c) independently developed by the receiving Party outside this Agreement; or (d) rightfully obtained by the receiving Party from third parties without an obligation of confidentiality. Confidential Information also does not include, to the extent You or Counsel are not identified in the information, (i) Threat Actor Data, and (ii) data derived from the Services and used in an aggregated manner ("Aggregated Data"). The parties agree that Palo Alto Networks may use Threat Actor Data and Aggregated Data for Palo Alto Networks' legitimate business purposes, including operating, providing, maintaining, developing, and improving security technologies and applicable services.

During the term of this Agreement, each Party, its employees, consultants, or agents, may be exposed to another Party's Confidential Information. Each Party agrees to hold the Confidential Information of the disclosing Party in confidence and not to disclose such information to any third parties or to use the information for purposes outside the scope of this Agreement. At the end of this Agreement, or earlier if requested by the disclosing Party, the receiving Party shall promptly return all Confidential Information as instructed by the disclosing party or, at the Disclosing Party's option, shall destroy all such Confidential Information as the disclosing Party may designate, unless such copies are retained by such Party to comply with their respective internal compliance policies only, or in accordance with applicable law or regulation in which case such Party shall hold any such Confidential Information in accordance with the terms of this Agreement for as long as it maintains the Confidential Information.

6.2. **Exceptions.** Notwithstanding Section 6.1, a Party may disclose the Confidential Information of the another Party to the extent such disclosure is required to comply with applicable law or the valid order of a court of competent jurisdiction, provided that: (a) the disclosing Party restricts such disclosure to the maximum extent legally permissible; (b) prior to disclosure and unless prohibited by law, the disclosing Party notifies the Party to whom the Confidential Information belongs as soon as practicable of any such requirement and reasonably cooperates at the other Party's expense, with any effort to resist disclosure of such information; and (c) notwithstanding such disclosure, the disclosed materials shall in all respects remain subject to the restrictions set forth in this Agreement.

## 7. COMPLIANCE WITH LAW; EXPORT CONTROL

Each party shall comply with all applicable laws in connection with this Agreement, including without limitation, the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Services, Deliverables and any technical data related thereto is not exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by such laws and regulations.

Where Services involve You granting access to any third-party network or data, You shall be solely responsible for compliance with all applicable laws related thereto. You represents and warrants that (i) You have the right to use, disclose, license, disseminate and grant access to the systems, documents, programs, materials, information and data that You have or will provide access to Palo Alto Networks in order for Palo Alto Networks to perform the Services and prepare the Deliverables, (ii) You have the right to be in possession of, or is the owner of, all equipment/data/media furnished to Palo Alto Networks hereunder and such equipment/data/media is furnished for a lawful purpose, and (iii) to the extent You provide any personal information to Palo Alto Networks for the performance of the Services, You have obtained the requisite consents which may be required by the applicable laws.

## 8. WARRANTIES, LIABILITY

**8.1. Limited Warranty.** Palo Alto Networks warrants that the Services will be provided in a professional manner pursuant to industry standards for the same or similar services. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES PERFORMED AND ANY ITEMS FURNISHED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DATA, REPORTS, DOCUMENTATION, DELIVERABLES, HARDWARE AND SOFTWARE OF ANY KIND, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED "AS IS". PALO ALTO NETWORKS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, THAT THE SERVICES WILL RENDER YOUR NETWORK AND SYSTEMS SAFE FROM MALICIOUS CODE, INTRUSIONS, OR OTHER SECURITY BREACHES OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PALO ALTO NETWORKS SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

**8.2. Exclusive Remedy.** Palo Alto Networks' sole obligation and Your sole and exclusive remedy for a breach of Section 8.1 is to re-perform that portion of the Services that did not comply with the warranty; provided, however, that You notify Palo Alto Networks of any such breach within thirty (30) days of delivery of the Services at issue. If after using commercially reasonable efforts Palo Alto Networks is unable to furnish Services that comply with the above warranty, You will be entitled to a refund of the fees paid to Palo Alto Networks for that portion of the Services that did not comply with the warranty.

**8.3. Indemnification.** Palo Alto Networks agrees to defend You from and against any third party claim that Palo Alto Networks' provision of the Services infringes any copyright, trade secret, or U.S. patent issued as of the Effective Date and will pay You any finally awarded actual costs and/or damages actually paid by the You, or agreed to in settlement by Palo Alto Networks, provided that: (i) Palo Alto Networks is promptly notified in writing of such claim; (ii) You grant Palo Alto Networks sole control of the defense and any related settlement negotiations; and (iii) You cooperate with Palo Alto Networks in defense of such claim.

Palo Alto Networks shall have no obligation for any alleged infringement that arises from: (a) the combination, operation, or use of the Deliverables or Palo Alto Networks IP with products, services, information, technologies, or processes not furnished or approved by Palo Alto Networks; (b) modifications to the Deliverables or Palo Alto Networks IP not made or authorized by Palo Alto Networks; (c) failure to permit Palo Alto Networks to update the Deliverables or Palo Alto Networks IP; or (d) use of the Deliverables or the Palo Alto Networks IP except in accordance with the express terms of this Agreement or Palo Alto Networks' written instructions. Upon the occurrence of a claim for which indemnity is or may be due under this Section, or in the event that Palo Alto Networks believes that such a claim is likely, Palo Alto Networks may, at its sole option (i) appropriately modify the Services, the Deliverables, and/or the Palo Alto Networks IP so that it becomes non-infringing, or substitute functionally equivalent Services or Deliverable; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to You

and refund to You a portion of the fees paid by You hereunder for the allegedly infringing Service. THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

Except as specifically set forth in this Section 8.3, You agree to hold Palo Alto Networks harmless and indemnify Palo Alto Networks against all third party claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of the Services or this Agreement.

**8.4. Limitation of Liability.** EXCEPT FOR THE LIABILITIES ARISING FROM PALO ALTO NETWORKS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE CUMULATIVE LIABILITY OF PALO ALTO NETWORKS FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT AND APPLICABLE SOW(S), INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL AMOUNTS PAID TO PALO ALTO NETWORKS BY YOU UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IN NO EVENT SHALL PALO ALTO NETWORKS BE LIABLE FOR ANY LOST BUSINESS OR PROFITS, OR OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), EVEN IF PALO ALTO NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including without limitation the economic terms, would be substantially different.

## **9. GENERAL**

**9.1. Governing Law.** If You are located in North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara, California, or the Northern District of California, as applicable. If You are located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively before the District Court of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**9.2. Use of Other Palo Alto Networks Products/Services.** You acknowledge and agree that depending on the Unit 42 Services performed, Palo Alto Networks may use its own products and services, including but not limited to Cortex XDR, in the delivery of Unit 42 Services. If Palo Alto Networks products and/or services other than Unit 42 Services are used in the provision of the Unit 42 Services stated herein, Your use of such products or services are subject to the End User Agreement located at

[https://www.paloaltonetworks.com/content/dam/pan/en\\_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf).

**9.3 Processing of personal data.** In the event the Services require processing of Your personal data, the Palo Alto Networks Customer Data Processing Agreement at [https://www.paloaltonetworks.com/content/dam/pan/en\\_US/assets/pdf/legal/palo\\_alto\\_networks\\_customer\\_data\\_processing\\_agreement.pdf](https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf) shall apply.

**9.4. Assignment.** Assignment of this Agreement by any Party hereto to a third party, including any transfer by operation of law or otherwise, without the non-assigning Parties' prior written consent, shall be null and void. Notwithstanding the preceding sentence, upon written notice, Palo Alto Networks may assign or transfer this Agreement or any obligation hereunder to its subsidiary or Affiliate, or an entity acquiring all or

substantially all of the assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without Your and Counsel's consent.

9.5. **Severability.** Any provision of this Agreement that is held to be invalid by a court of competent jurisdiction shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

9.6. **Force Majeure.** No Party will be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to an earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, pandemic, epidemic or other similar events beyond its reasonable control..

9.7. **Waiver.** Failure or delay by any Party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

9.8. **Independent Parties.** Palo Alto Networks and any third party providing software, equipment or services independently and directly for You or at Your direction and request, in conjunction with this Agreement, if applicable, are independent parties. Neither Palo Alto Networks nor any such third party shall be liable for the other's performance. To the extent Palo Alto Networks uses any subcontractor in the provision of the Services, it shall remain liable for such subcontractor's performance.

9.9. **Independent Contractor.** For purposes of this Agreement, Palo Alto Networks is an independent contractor. Nothing contained herein shall be construed to create an employment, principal-agent relationship, or joint venture between Palo Alto Networks, You and Counsel, and no Party shall have the right, power or authority to obligate the other to any third party.

9.10. **Cumulative Remedies.** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

9.11. **Entire Agreement.** This Agreement and any SOWs attached hereto set forth the entire understanding and agreement of the Parties and supersede any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any purchase order or other business form, and such conflicting provisions are expressly rejected. This Agreement may be amended or changed only by a writing signed by the Parties.